

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD
FOR PHASE IV PROFESSIONAL ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 27th day of August, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., licensed to do business in the State of Illinois, with offices at 7325 Janes Ave., Woodridge, IL 60517; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering services, which services may include, but are not limited to, design, construction plans, and permitting for floodproofing measures on the East and West Campus (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount **not to exceed** \$394,160.00 and

WHEREAS, the CONSULTANT acknowledges that it is qualified and has experience and expertise in this area to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT

or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Facilities Management.

- 3.1 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.2 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to

work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 **(will be 26.3 if no key personnel-check each time)** of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026,

unless the term of this AGREEMENT is extended in conformity with Article 14 below.

- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Deputy Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$394,160.00. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance

by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

other remedies the COUNTY may have under the law or this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured.**

This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not

remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2,

for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the

performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend

this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

V3 Companies, Ltd.
7325 Janes Ave.
Woodridge, IL 60517
ATTN: Derrick Martin, P.E., CFM

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Deputy Director Tim Harbaugh
Phone: 630.407.5700

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this

Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

For Phase III

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent

so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Reserved

26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

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IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

V3 COMPANIES, LTD.

Deborah A. Conroy, Chair
DuPage County Board

Signature on File

Derrick Martin, P.E., CFM
Natural Resources Group Leader

ATTEST BY:

Jean Kaczmarek, County Clerk

ATTEST BY:

Signature

Print Name

Title

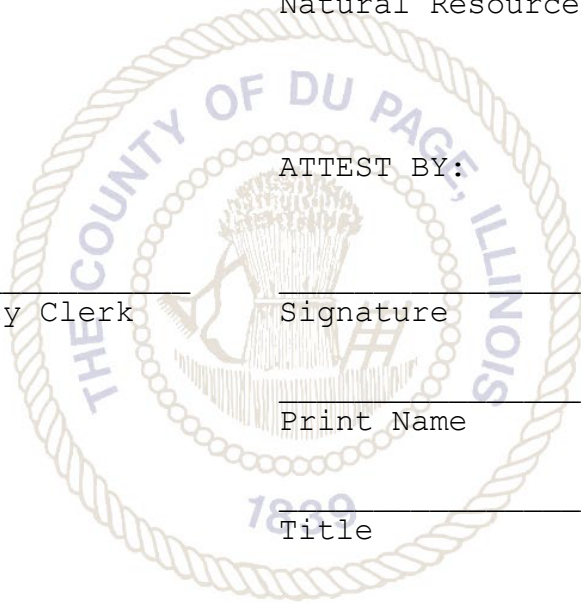


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional services for the County campus project, which services may include, but are not limited to, perform stormwater engineering and coordination for the design, permitting, construction drawings to provide floodproofing measures on the East and West sides of County campus, for the period through November 30, 2026.

- **Task 40: 100% Engineering Design, Construction Plans and Permitting for Floodproofing Measures.** DuPage County seeks to identify buildings and structures that are at risk of flooding in the 1% annual chance storm event, and identify floodproofing measures to protect the structures. Task 40 will include the following services.
 - A. Memo update: V3 will use the updated modeling performed in Task 34 (under separate contract) and topographic survey and low-entry survey performed in Task 23 (under separate contract) to update Tables 1 and 3 of the February 2024 memo, as well as Exhibits 0a, B.1, B.2 and B.3, to show an updated summary of buildings at risk, based on the results of the survey and updated modeling. This will include buildings and structures on both the East and West campuses. The narrative and discussion within the February 2024 memo itself will not be updated, but any significant changes will be documented in a separate, brief, memo that accompanies the updated tables and exhibits.
 - B. Meeting, determine design criteria: V3 will meet with County staff to review each at-risk opening in conjunction with the recommended floodproofing measure at each opening, as well as other feasible measures. The meeting shall focus on the following items:
 - Whether each specific at-risk opening requires floodproofing protection (for example, it may be acceptable to allow the parking garage to flood, perhaps with signage to warn users of risk),
 - Desired level of protection for each opening,
 - County requirements for access, aesthetics, operational requirements at each opening (for example, human deployment versus automatic measures), and cost,
 - Understanding the County's priorities in terms of the importance of floodproofing each building and each opening within the building, to aid V3 in developing a prioritization plan.
 - C. 60% Design Plans: After determination of County preferences and requirements for each opening, V3 shall contact manufacturers and obtain relevant engineering design data for each measure. V3 shall prepare 60% design plans for the floodproofing improvements (to a level appropriate for inclusion in permitting documents). It is anticipated that this will be a single standalone plan set (not incorporated with other projects that may be present on campus.) This will include a construction cost estimate. The engineering design fee associated with this Task assumes:

- Utility penetrations:
 - Utility penetrations shown on a simple plan view drawing
 - A single detail of a bentonite cutoff wall is provided, which would universally apply at each penetration.
 - The single detail includes four simple options for restoration of the surface: grass, landscaping, concrete pavement, asphalt pavement.

More complex restoration scenarios are not expected, but if identified, the services to design these restorations would be an Additional Service.

- Pop-up barriers:
 - Six locations where pop-up barriers may be warranted were previously identified. Each location requires a detailed design that considers constructability, elevation, access, other utilities and infrastructure impacts, a storm sewer connection, and interior and exterior drainage design on each side of the barrier. The fee includes these detailed plans at six locations, at the 60% level of design. If additional locations are identified which require a barrier, the services to provide the additional design shall be an Additional Service.
- Administration Parking Structure:
 - The fee assumes the structure can be allowed to flood.
 - The scope of services is limited to identifying any critical electrical or mechanical elements that may be impacted by a flood, and developing a simple performance-based standard that requires the critical elements to be elevated by the Contractor in accordance with local code. The design responsibility to move/elevate the elements would fall to the contractor. Electrical, mechanical, plumbing, and other similar services are excluded from our fee, but these services could be provided as Additional Services if necessary.
- Doors and Windows:
 - A simple plan that identifies each window/door/opening location will be prepared, along with the identified floodproofing measure for each opening.
 - It is expected that all floodproofing measures at doors and windows would be manufactured elements, to be installed by the Contractor, and with the corresponding design details provided by the manufacturer(s). The plans would simply correlate each at-risk opening to each specific manufacturer's detail.
 - It is expected that there will also be a few simple standard details to show restoration.
 - It is assumed that all openings will be protected by manufactured elements; detailed engineering and architectural design services are not anticipated and are excluded from this Scope of Services. If necessary, detailed engineering and/or architectural designs of single or multiple openings can be performed as an Additional Service.
- Floodwalls:
 - Floodwalls are not anticipated and are excluded from these services. If necessary, floodwall design can be performed as an Additional Service.

- D. Permitting: It is expected that some of the floodproofing measures (such as pop-up barriers and their associated infrastructure requirements) may require a DuPage County Stormwater Permit. V3 shall prepare the permit submittal documentation, including necessary calculations and exhibits, and submit to the City of Wheaton for a stormwater permit.

If installation of any measure is determined to be a development for which stormwater detention is required, then the detention requirement shall be met through use of the excess detention currently location on-site at the East Fairgrounds Pond. No stormwater modeling or detention design is anticipated and these services are excluded from this scope.

Impacts to Special Management Areas (floodplain, floodway, wetland, waters, buffers) are not anticipated and services to comply with the Special Management Area portions of the Ordinance and City Code are excluded, but may be provided as an Additional Service.

- E. Prioritization Plan: V3 shall develop a prioritization plan to assist the County in understanding and identifying:
- Which buildings and openings are highest priority to protect
 - How the floodproofing improvements could be phased for construction, in light of the County's priorities for floodproofing, and funding opportunities or constraints
 - If there are methods that could be deployed in case of an emergency, before the full floodproofing work is constructed. For example, understanding where sandbags or similar measures could be implemented for protection, as an interim measure.
- F. 100% Plans and Construction Documents: Advance the 60% plans to 100% final plans for inclusion in the Construction Documents. The expected plan sheets are as described above. These services shall also include preparation of:
- Special Provisions: Prepare Special Provisions for items that are not covered by the standard specifications which are incorporated by reference (such as IDOT Standard Specifications, etc).
 - Engineer's Estimated Opinion of Probable Construction Cost
 - Two submittals shall be prepared: 95% submittal, and 100% submittal.
 - Front-end bid documents (such as forms for bidders) are excluded and will be prepared by the County.
 - Prepare ILNR10 NOI permit for submittal to IEPA by the Contractor.
- G. Bidding Services: Attend one pre-bid meeting attended by the Project Manager. Provide bidding services which include coordinating with Procurement to respond to contractor inquiries during bidding, and running the pre-bid meeting. Bid tabulations, checking references, determining lowest

bidder, and dealing with any discrepancies or bidders who are determined to be non-responsive are excluded but can be provided as an Additional Service.

- **Task 40 excludes** geotechnical investigations, environmental investigations, CCDD screening or certification, lighting, pavement design (except for simple restoration of pavement associated with floodproofing improvements), general landscaping (except for in-kind simple restoration of landscaping associated with floodproofing improvements), floodway/floodplain permitting (including site-specific floodplain permitting), ecological services, structural engineering, pump station design, mechanical design, and electrical design, in addition to other items specifically mentioned within Task 40. If needed, these items may be provided as an Additional Service.
- **Task 41: On-Call Services.** If desired, V3 shall provide additional engineering services to respond to issues or requests related to this contract but not foreseen at the initiation of the contract. This may include Resident Engineering and construction support services. No work shall be performed under this task unless directed by the County. Work shall be performed on a time and material basis not to exceed the limit of this task.

The estimated fees for each Task are as follows.

Task	Manhours	Fee
Task 40 - 100% Engineering Design, Construction Plans and Permitting for Floodproofing Measures		
East Campus	1,090	\$154,980
West Campus	1,020	\$144,980
Task 41 – On Call Services		\$93,200
Direct Costs		\$1,000
TOTAL (All Tasks, plus RDC)	2,110	\$394,160

Permit fees are excluded from these services and shall be paid directly by DuPage County, if required.

For Task 40, the fee is shown split between East Campus and West Campus for convenience and for understanding; this work will be combined as a single task. It is assumed that a single plan set is prepared for all improvements on east and west campus combined, for economies of scale.

All work will be performed on a time and materials basis based on a 2.8 multiplier and using the billing rates shown in Exhibit C.

The duration of this work is expected to be performed largely in 2025. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year, beginning January 1, based on the annual consumer price index increase shown for the Chicago- Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT (which is \$86/hour for 2024). Additionally, the maximum contract fees shown above shall be increased on an annual basis to reflect the same annual consumer price index increase.

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the County before completion of the contract.

Deliverables for Task 40: 100% Engineering Design, Construction Plans and Permitting for Floodproofing Measures:

- Updated February 2024 memo Tables 1 and 3, and Exhibits 0a, B.1, B.2, B.3, electronically as PDF.
- Meeting agenda and meeting minutes
- 60% design plans, electronically as PDF
- 60% Engineer's estimated opinion of probable cost, electronically as PDF and Excel
- "Tabbed" Permit application (addendum to existing permit), electronically as PDF and as hard copy, submitted to Winfield or Wheaton for review, and submitted to DuPage County for special management area review
- Prioritization Plan, electronically as PDF
- 95% Plan (draft 100% Plan) Submittal, electronically as PDF
- 100% Plan Submittal, electronically as PDF
- Special Provisions, electronically as PDF and Word
- 100% Engineer's Estimated Opinion of Probable Construction Cost, electronically as PDF and Excel
- ILNR10 NOI permit, submitted electronically to IEPA

Deliverables for Task 41 On-Call Services

- To be determined, based on services requested, and dependent on type of service(s)

Exhibit C

**V3 COMPANIES, LTD.
2025 Billing Rate Ranges
for
Campus Stormwater Engineering, Phase 4**

Labor Category	Hourly Wage Rate Range		Multiplier 2.80	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Administration I	\$13.00	\$30.45		\$36.40	\$85.26
Administration II	\$23.49	\$44.94		\$65.77	\$125.83
Administration III	\$25.85	\$60.09		\$72.38	\$168.26
Administration IV	\$34.81	\$72.11		\$97.47	\$201.92
Civil Designer I	\$33.62	\$41.80		\$94.12	\$117.04
Construction Administrator II	\$35.98	\$54.78		\$100.74	\$153.38
Construction Administrator III	\$45.52	\$61.87		\$127.46	\$173.22
Construction Technician III	\$41.92	\$45.07		\$117.38	\$126.18
Design Technician	\$24.00	\$54.00		\$67.20	\$151.20
Director	\$78.04	\$86.00		\$218.51	\$240.80
Engineer I	\$34.00	\$42.67		\$95.20	\$119.48
Engineer II	\$35.22	\$45.29		\$98.62	\$126.80
Engineer III	\$39.76	\$52.50		\$111.33	\$147.00
Estimating Technician	\$29.98	\$32.53		\$83.94	\$91.08
Field Ecologist I	\$19.50	\$24.92		\$54.60	\$69.77
Field Ecologist II	\$21.72	\$25.35		\$60.82	\$70.97
Field Ecologist III	\$24.33	\$31.58		\$68.12	\$88.44
Field Technician	\$17.70	\$20.65		\$49.56	\$57.83
Landscape Architect I	\$37.91	\$44.42		\$106.15	\$124.36
Landscape Architect III	\$43.40	\$50.73		\$121.52	\$142.03
Landscape Designer I	\$29.00	\$41.80		\$81.20	\$117.04
Landscape Designer II	\$37.81	\$44.42		\$105.87	\$124.36
Landscape Designer III	\$38.18	\$50.00		\$106.91	\$140.00
Operations Director	\$75.30	\$80.12		\$210.84	\$224.32
Operator	\$24.00	\$46.00		\$67.20	\$128.80
Principal	\$85.00	\$86.00		\$238.00	\$240.80
Project Coordinator	\$26.27	\$28.63		\$73.56	\$80.17
Project Engineer I	\$41.36	\$54.86		\$115.81	\$153.62
Project Engineer II	\$43.35	\$64.00		\$121.38	\$179.19
Project Manager I	\$33.62	\$72.38		\$94.12	\$202.65
Project Manager II	\$39.57	\$72.45		\$110.80	\$202.86
Project Scientist I	\$36.02	\$47.22		\$100.86	\$132.21
Project Scientist II	\$39.62	\$52.51		\$110.94	\$147.03
Project Surveyor I	\$30.76	\$33.78		\$86.13	\$94.58
Project Surveyor II	\$28.40	\$46.13		\$79.52	\$129.15
Project Surveyor III	\$32.78	\$52.85		\$91.78	\$147.98
Resident Construction Manager I	\$51.75	\$71.87		\$144.90	\$201.24
Resident Construction Manager II	\$63.87	\$78.67		\$178.84	\$220.26
Resident Engineer I	\$35.00	\$66.71		\$98.00	\$186.78
Resident Engineer II	\$65.70	\$86.00		\$183.96	\$240.80
Scientist I	\$27.27	\$29.68		\$76.36	\$83.11
Scientist II	\$26.05	\$34.18		\$72.94	\$95.70

Exhibit C

**V3 COMPANIES, LTD.
2025 Billing Rate Ranges
for
Campus Stormwater Engineering, Phase 4**

Labor Category	Hourly Wage Rate Range		Multiplier	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Scientist III	\$30.74	\$49.66	2.80	\$86.07	\$139.05
Senior Administration	\$52.85	\$86.00		\$147.98	\$240.80
Senior Construction Technician	\$39.41	\$59.04		\$110.35	\$165.32
Senior Design Technician	\$37.30	\$40.22		\$104.44	\$112.60
Senior Estimator	\$70.37	\$74.94		\$197.04	\$209.83
Senior Landscape Architect	\$44.00	\$68.25		\$123.20	\$191.10
Senior Project Engineer	\$48.78	\$68.25		\$136.58	\$191.10
Senior Project Manager	\$34.17	\$86.00		\$95.68	\$240.80
Senior Project Manager - CE	\$72.42	\$86.00		\$202.78	\$240.80
Senior Project Manager - TM	\$70.95	\$86.00		\$198.66	\$240.80
Senior Resident Construction Manager	\$80.56	\$86.00		\$225.57	\$240.80
Superintendent	\$33.40	\$70.81		\$93.52	\$198.27
Survey Crew	\$20.00	\$65.71		\$56.00	\$183.99
Technician I	\$16.00	\$24.54		\$44.80	\$68.71
Technician II	\$23.00	\$55.68		\$64.40	\$155.91
Technician III	\$23.00	\$65.71		\$64.40	\$183.99

These rates are shown for 2025. The maximum cost is currently shown based on the 2024 IDOT maximum rate of \$86; this maximum rate shall be adjusted in 2025 to reflect the 2025 IDOT maximum rate. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year after 2025, beginning January 1 2026, based on the annual consumer price index increase shown for the Chicago-Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT for that calendar year. Additionally, the maximum contract fees shall be increased on an annual basis beginning in 2026 to reflect the same annual consumer price index increase.

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

